

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM570251

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kona Medical, Inc.		03/18/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Otsuka Medical Devices Co., Ltd.		
<b>Street Address:</b>	2-2, Kanda-Tsukasamachi, Chiyoda-ku		
<b>City:</b>	Tokyo		
<b>State/Country:</b>	JAPAN		
<b>Postal Code:</b>	101-0048		
<b>Entity Type:</b>	Corporation: JAPAN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4495656	SURROUND SOUND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8582526503		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	404.407.5668		
<b>Email:</b>	todocketing@eversheds-sutherland.com,vickybantug@eversheds-sutherland.com		
<b>Correspondent Name:</b>	EVERSHEDS-SUTHERLAND (US) LLP		
<b>Address Line 1:</b>	12255 El Camino Real		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92130		
<b>ATTORNEY DOCKET NUMBER:</b>	93964-0002		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Eversheds Sutherland (US) LLP		
<b>Address Line 1:</b>	12255 El Camino Real		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92130		
<b>NAME OF SUBMITTER:</b>	Vicky R. Bantug		
<b>SIGNATURE:</b>	/Vicky R. Bantug/		
<b>DATE SIGNED:</b>	04/02/2020		
<b>Total Attachments: 3</b>			

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## TRADEMARK ASSIGNMENT

WHEREAS, **Kona Medical, Inc.**, a Delaware corporation having offices at 1065 NW 12<sup>th</sup> Ave., Suite E-2, Issaquah, Washington 98027, USA (the "ASSIGNOR") is the owner of all right, title and interest in, to and under the trademark set forth below (the "Trademark"):

Ctry	Serial No.	Filing Date	Status	Regist. No.	Regist. Date	Mark
US	85729415	09/14/2012	Registered	4495656	03/11/2014	SURROUND SOUND

WHEREAS, ASSIGNOR agrees to assign and deliver to **Otsuka Medical Devices Co., Ltd.**, a Japanese corporation having offices at 2-2, Kanda-Tsukasamachi, Chiyoda-ku, Tokyo 101-0048, Japan (the "ASSIGNEE") all of its right, title and interest in, to and under the Trademark free and clear of all liens, and ASSIGNEE has agreed to accept such assignment.

**NOW, THEREFORE**, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. **Assignment.** ASSIGNOR hereby irrevocably sells, transfers, conveys, assigns and delivers to ASSIGNEE (i) all of its right, title and interest in and to the Trademark, whether statutory or at common law, including all registrations and applications therefor, (ii) the right to sue and recover for all past, present and future infringements, misappropriations and other violations of the Trademark (including, without limitation, the right to receive all monies, proceeds, settlements and recoveries in connection therewith and to obtain equitable relief in respect of such infringements, misappropriations and other violations), (iii) the goodwill associated with such Trademark, the same to be held and enjoyed by ASSIGNEE to the same extent that such would have been held and enjoyed by ASSIGNOR had this assignment not been made, free and clear of all liens, and (iv) all other rights of any kind whatsoever of ASSIGNOR accruing thereunder or pertaining thereto. ASSIGNEE hereby accepts the assignment of the Trademark.

2. **Acknowledgment.** ASSIGNOR hereby acknowledges that from and after the date hereof, ASSIGNEE shall be the exclusive owner of all of ASSIGNOR'S right, title and interest in and to the Trademark.

3. **Counterparts.** This assignment may be executed in two or more counterparts, which together shall constitute a single agreement. Delivery of an executed counterpart of a signature page to this assignment by facsimile, .pdf, or electronic mail intended to preserve the original graphic and pictorial appearance of the signature shall be effective as delivery of a manually executed original counterpart of this assignment.

**Kona Medical, Inc.**

By: 

Name: Michael Gertner  
Title: Founder and CEO

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Washington

County of King

On March 18<sup>th</sup>, 2020, before me, Ana Marie McCauley, Notary  
(insert name and title of the officer)

personally appeared Mr. Michael Germer

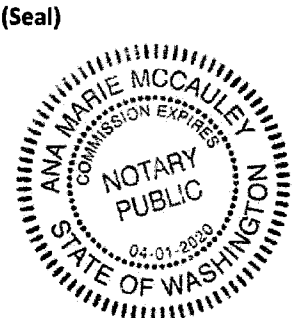
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) as CEO  
(insert title) on behalf of Kona Medical

(insert name of company, corporation, entity) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Washington that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]



This TRADEMARK ASSIGNMENT is acknowledged and accepted by ASSIGNEE.

**Otsuka Medical Devices Co., Ltd.**

Date: March 19, 2020

By: Noriko Tojo

Name: Noriko Tojo  
Title: President, Representative Director